



MEMO

TO: Town Manager

FROM: Dean Michelson, Director of Public Works

DATE: 8-1-16

SUBJECT: Bid award for Trackless cold planer attachment per Commonwealth of Massachusetts Bid Number FAC88 and Option of complete set of teeth for planer (quantity of 50).

In the current capital budget, the Department is slated for a Trackless cold planer attachment for \$22,720.00, along with the Option of two (2) complete sets of teeth (quantity of 100). Each set is \$1004.50. The total for this purchase is \$24,729.00. The Department staff has conducted considerable research and is recommending the Council award the purchase of the cold planer attachment from the Commonwealth of Massachusetts Bid Number FAC88.

Thank you.

AUTHORIZING RESOLUTION OF THE
EAST HAMPTON TOWN COUNCIL

Be it resolved that it is in the best interests of the Town of East Hampton to enter into contracts with the Department of Energy and Environmental Protection.

In furtherance of this resolution, Michael Maniscalco, the Town Manager, is duly authorized to enter into and sign said contracts on behalf of the Town of East Hampton. Michael Maniscalco currently holds the title of Town Manager and has held that office since July 1, 2012. The Town Manager is further authorized to provide such additional information and execute such other documents as may be required by the State or Federal Government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

The Town Clerk is authorized to impress the seal of the Town of East Hampton on any such document, amendment, rescission, or revision.

I, Sandra Wieleba, the Town Clerk of the Town of East Hampton, do hereby certify this to be a true copy of the resolution duly adopted at the East Hampton Town Council meeting on August 9, 2016, and that it has not been rescinded, amended or altered in any way, and that it remains in full force and in effect.

Sandra Wieleba, Town Clerk

Date

**AMENDMENT NO. 2016-1
TO THE
TOWN OF EAST HAMPTON RETIREMENT INCOME PLAN**

The Town of East Hampton Retirement Income Plan (the "Plan") is hereby amended effective July 1, 2016, pursuant to Section 15.1 of the Plan as follows:

I.

Article I of the Plan is amended by deleting item (a) of Section 1.8 in its entirety and replacing it with the following new item (a) of Section 1.8 to read as follows:

1.8 **"Average Annual Earnings"** means:

- (a) if the Participant is a member of Local R1-216 National Association of Municipal Employees (NAGE) Town of East Hampton, Local R1-216 National Association of Municipal Employees Water Pollution Control Authority, Municipal Employees Union Independent, Local 506 (Town Supervisors) or is a non-bargaining unit employee eligible to participate in the Plan, and if the Participant retires from employment with the Employer on or after his Normal Retirement Date, or retires or otherwise terminates employment prior to his Normal Retirement Date, his highest average annual earnings received for the last sixty (60) months immediately preceding the date the Participant's employment terminates.

II.

Article I of the Plan is amended by deleting item (a) of Section 1.14 and replacing it with the following new item (a) of Section 1.14 to read as follows:

1.14 **"Eligible Employee"** means any Employee who is:

- (a) any Employee whose terms and conditions of employment are governed by a collective bargaining agreement that provides for participation in the Plan, except any employee of Local R1-216 National Association of Municipal Employees (NAGE) Town of East Hampton or Local R1-216 National Association of Municipal Employees Water Pollution Control Authority who are hired on or after July 1, 2015 and any employee of Municipal Employees Union Independent, Local 506 (Town Supervisors) who are hired on or after July 1, 2016.

III.

If there shall be any inconsistency between the provisions of this Amendment 2016-1 and the provisions of the Plan as amended, this Amendment 2016-1 shall control.

Executed this _____ day of _____, 2016.

TOWN OF EAST HAMPTON

By: _____
Its

EMPLOYMENT AGREEMENT
Between the
TOWN OF EAST HAMPTON
And
MICHAEL P. MANISCALCO

This Agreement, made and entered into by and between the Town of East Hampton, a municipal corporation having its territorial limits within the County of Middlesex and State of Connecticut, acting herein through its legislative body, the Town Council, duly authorized, hereinafter referred to as "Employer," and Michael P. Maniscalco, of [REDACTED], East Hampton, Connecticut, hereinafter referred to as "Employee."

WITNESSETH

WHEREAS, Employer desires to employ the services of Employee in the position of Town Manager pursuant to the Charter of the Town of East Hampton, Connecticut;

WHEREAS, it is the desire of Employer to establish certain conditions of employment, to set the terms for compensation of said Employee, and to provide certain benefits;

WHEREAS, Employee desires to accept the terms and conditions of employment as Town Manager of Employer as stated herein; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

NOW THEREFORE, in consideration of the mutual covenants herein obtained, the parties agree as follows:

1. TERM.

This Agreement shall commence on the date of signing by Employee and Employer and expire on June 30, 2018. For purposes of compensation and benefits as set forth in this Agreement, the initial term of this Agreement shall be July 1, 2016 through June 30, 2018. This Agreement shall automatically renew on July 1, 2018 for an additional one (1) year term expiring on June 30, 2019, and annually thereafter on July 1 for additional one (1) year terms, each term expiring on the following June 30, unless either party provides written notice to the other party of intent not to renew this Agreement at least four (4) months prior to the expiration date of the then-current term. If such notice is provided, this Agreement shall expire on the expiration date of the then-current term. July 1, 2012 shall be considered Employee's anniversary date for purposes of this Agreement. Notwithstanding the above, the parties understand and agree that the terms set forth under section 3 of this Agreement (Termination of

Employment) shall continue in full force and effect for the duration of this Agreement and any amendments hereto.

2. POSITION AND RESPONSIBILITIES.

- a. Duties. As Town Manager, Employee shall serve as the Chief Executive Officer and Chief Administrative Officer of the Town of East Hampton. Employee shall professionally and satisfactorily perform all of the functions and duties of the position in compliance with the Charter of the Town of East Hampton and state and federal law. At all times, Employee shall comport himself in a manner consistent with the Town of East Hampton's Code of Conduct and Code of Ethics.
- b. Devotion. Employee will devote Employee's full business time and reasonable best efforts to the performance of Employee's duties hereunder and to the business and affairs of Employer. It will not be considered a violation of the preceding sentence for Employee to serve on industry, civic, or charitable boards or committees, so long as such activities do not interfere with the performance of Employee's duties and responsibilities as an employee of Employer. Such endeavor(s) shall not interfere with or present a conflict of interest with Employee's responsibilities under this Agreement.
- c. Hours of Work. It is recognized that Employee is a salaried professional without fixed hours of work, and Employee agrees to devote his full-time best efforts to his job and to faithfully perform the duties of his position. However, under normal circumstances, Employee shall be in his Town Hall office during the regular office hours of the Town Hall. Employee shall also attend Town Council meetings and other meetings of boards, commissions, committees, or organizations as required of the Town Manager, regardless of when such meetings are held.
- d. Location of Performance; Travel. Employee will perform Employee's duties hereunder primarily at the Town Hall. Employee will be available for reasonable travel as needed for the performance of Employee's job duties.

3. TERMINATION OF EMPLOYMENT.

- a. Termination by Employer during the Term of this Agreement. Employer shall have the right, at any time, but subject to the provisions hereinafter set forth, to terminate Employee's employment:
 - i) for Cause (as hereinafter defined);
 - ii) without Cause; or
 - iii) in the event of Employee's death or Disability (as hereinafter defined) that renders Employee unable or incompetent to carry out Employee's duties, responsibilities, and assignments.

- b. Termination by Employee. With a minimum of ninety (90) days written notice, unless the parties agree otherwise in writing, Employee may voluntarily resign his position with Employer.
- c. Definition of Disability. Employee shall be deemed to have a Disability and therefore be disabled if Employee is temporarily or permanently incapacitated, either physically or mentally, and, as a result, is unable to perform his duties hereunder on a full-time basis for a period of ninety (90) consecutive days. Moreover, Employee shall be deemed to be disabled if Employee is qualified to receive disability benefits for total and permanent disability under the Social Security Act or under any long-term disability income insurance policy maintained for Employee's benefit. The parties agree that Employee has been retained as the Chief Executive and Chief Administrative Officer of a municipality, and as such plays a critical role in developing budgets, overseeing departments, ensuring compliance with federal, state and local laws, and other duties associated with the position. As such, Employee agrees that an inability to perform the essential functions of his position for an extended period constitutes a per se undue hardship under the state and federal law, and is therefore lawful grounds for separation.
- d. Definition of Cause. The term "Cause" shall mean:
- i) conviction by a court of competent jurisdiction, or entry of a plea of guilty or nolo contendere with respect to, any crime (whether or not involving Employer) that constitutes a felony;
 - ii) theft, embezzlement, and misappropriation of or intentional damage to Employer's property;
 - iii) misconduct involving dishonesty or breach of trust;
 - iv) commission of offensive, indecent or abusive conduct towards the public, superiors or employees;
 - v) being under the influence of alcohol while on duty, or use of illegal drugs on or off duty;
 - vi) Employee's willful or wanton misconduct;
 - vii) general negligent performance of job duties as set forth in the Town Manager's Job Description, the Town of East Hampton's Charter and Ordinances, Code of Conduct, Code of Ethics, and policies, as lawfully directed by Employer, unless remedied within fifteen (15) calendar days after written notice from Employer;
 - viii) breach of any fiduciary duties;
 - ix) Employee's failure to devote the time, attention and effort necessary to perform Employee's duties as Town Manager in a manner satisfactory to Employer, if such failure is not corrected within fifteen (15) calendar days after notice thereof to Employee;
 - x) a willful breach of any material term of this Agreement, if Employer determines in good faith that the continuation of Employee's employment would cause material harm to Employer;
 - xi) absence without leave for five (5) or more working days;

- xii) any conduct involving moral turpitude and which reflects adversely on the Town of East Hampton; or
 - xiii) violation of or failure to comply with Employer's established policies that continues ten (10) days after Employer provides Employee written notice.
- e. Termination for Cause Procedures. In the event that Employer desires to terminate Employee's employment for cause, Employer shall follow the procedures set forth herein. Employer shall provide Employee with a written notice advising Employee that it intends to terminate Employee's employment for Cause. The Notice of Termination for Cause shall set forth, in reasonable detail, the specific conduct believed to constitute Cause and the specific provisions of this Agreement on which it relies. The Notice of Termination for Cause also shall specify the date, time, and place of a meeting of the Town Council called to consider termination of Employee's employment. At the meeting, Employee shall be given the opportunity, together with counsel of Employee's choosing, to be heard and to present any information that Employee deems relevant to the proceeding. Employee's Termination for Cause shall be effective pursuant to a vote of the Town Council.
- f. Termination by Employer without Cause. Employer may terminate Employee's employment hereunder at any time, for any reason, upon ninety (90) days prior written notice to Employee (herein, "Termination other than for Cause"). For the purpose of this Agreement, Termination other than for Cause shall occur when:
- i) The Town Council votes to terminate Employee's employment at a duly authorized public meeting.
 - ii) If Employer, citizens, or legislature acts to amend any provisions of the Charter, code, or enabling legislation pertaining to the role, powers, duties, authority, and responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination.
 - iii) If Employer reduces Employee's Base Salary, compensation, or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination for other than cause.
- g. Obligations upon Termination.
- i) Termination by Employer for Cause.

In the event that Employer terminates Employee's employment for Cause, Employer shall pay Employee Employee's then-current Base Salary through

the date of termination and Employer shall have no further financial obligations to Employee under this Agreement.

ii) Termination by Employer without Cause.

In the event Employer terminates Employee's employment without Cause, Employer shall provide Employee severance compensation in an amount equal to six (6) months of Employee's then-current Base Salary and benefits, less applicable withholding taxes, in monthly installments. Further, in an effort to provide an incentive to Employee, an additional amount equal to one (1) month of Employee's then-current Base Salary and benefits for each year of employment not to exceed total severance compensation of twelve (12) months of Employee's then-current Base Salary and benefits (i.e., Employee's annual Base Salary and benefits).

iii) Termination by Employer as a Result of Disability.

In the event that Employer terminates Employee's employment pursuant to death or disability, Employer shall pay Employee Employee's then-current Base Salary through the date of termination and Employer shall have no further financial obligations to Employee under this Agreement. In addition, Employee shall also be compensated for all accrued but unused sick and vacation leave.

iv) Resignation of Employee.

In the event that Employee resigns his employment, Employer shall pay Employee his then-current Base Salary through Employee's last date of work. In addition, if Employee provides the requisite notice of his resignation, he shall also be compensated for all accrued but unused sick and vacation leave.

4. COMPENSATION.

- a. Base Salary. Employer shall pay Employee for the services to be rendered hereunder an annual Base Salary (hereinafter "Base Salary"). Effective July 1, 2016, Employee's Base Salary shall be _____ dollars (\$ _____) for the period from July 1, 2016 to June 30, 2017 and any subsequent years unless increased by Employer. Such Base Salary shall be payable in conformity with Employer's prevailing practice for non-bargaining unit management employees as such practice shall be established or modified from time to time. Employer may choose to increase Employee's Base Salary as it deems appropriate, but is not under any obligation to do so.
- b. Vacation Leave. Effective July 1, 2016, and each July 1 thereafter during his employment, Employee shall be granted fifteen (15) days of vacation leave to be use during the contract year. Employee shall be expected to use his vacation leave

each year provided that in the event that the duties of his position prevent him from taking scheduled vacation leave, or if otherwise approved by Employer, Employee shall be paid based on his then-current Base Salary, for any unused accrued vacation leave not to exceed ten (10) days per year.

- c. Other Benefit Programs. With the exception of the Town of East Hampton's retirement plan, Employee may participate in all other employee benefits generally available to other non-bargaining unit management employees of Employer (e.g., personal leave, sick leave, holiday leave, etc.) as the same may be in effect from time to time.
- d. Automobile Allowance. Employee is responsible for having a personal vehicle that he may use for Town of East Hampton business when necessary. Employee is responsible for purchasing liability, property, and comprehensive insurance for his vehicle. Effective July 1, 2016, to compensate Employee for all expenses related to the use of his vehicle for business performed on behalf of Employer, in addition to his Base Salary, Employee shall be paid a sum of _____ dollars (\$) _____ per month as a vehicle allowance. Employee shall not be eligible for any other reimbursement related to the use of his personal vehicle for business performed for Employer.

5. RETIREMENT.

Employer shall execute all necessary agreements provided by the International City Management Association Retirement Corporation (ICMA-RC) to enroll Employee in the Town of East Hampton's 457 Deferred Compensation Plan. Effective July 1, 2016, Employer will contribute fourteen percent (14%) of Employee's Base Salary as Employer's share of Employee's Retirement Plan, which shall be paid quarterly each year in January, April, July, and October. Effective July 1, 2017, and each year thereafter, Employer shall contribute fifteen percent (15%) of Employee's then-current Base Salary or the Internal Revenue Service ("IRS") cap, whichever is lower.

6. GENERAL BUSINESS EXPENSES.

- a. Employer agrees to budget for and to pay for reasonable professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer.
- b. Employer agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to, the ICMA Annual Conference.

- c. Employer recognizes that certain expenses of a non-personal but job-related nature may be incurred by Employee, and agrees to reimburse or to pay said general, reasonable expenses. The Town of East Hampton Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.
- d. Employer shall provide Employee with a cell phone to be used for business purposes. Employee shall maintain his own telephone for personal calls.

7. PERFORMANCE EVALUATION.

Employer shall review the performance of Employee on or about June 1, 2017 and on an annual basis thereafter on or around June 1. Said performance evaluation shall be subject to a process, form, criteria, and format for the evaluation which shall be created by Employer with input from Employee. The process, at a minimum, shall include the following:

- a. Each Town Council member shall have the opportunity to complete a Town Council Evaluation of Town Manager Form (attached hereto as Exhibit A) (hereinafter "Evaluation Form."). It is expected that Town Council members completing an Evaluation Form shall do so in May of each year.
- b. The Town Council Chairman shall collect completed Evaluation Forms from individual Town Council members completing an Evaluation Form by June 1 of each year. Any Evaluation Form provided to the Town Council Chairman after June 1 shall be considered late.
- c. The Town Council Chairman shall review the completed Evaluation Forms and utilize such Evaluation Forms to prepare a written evaluation of the Town Manager by June 15 of each year. The Town Council Chairman shall not be obligated to accept or consider any Evaluation Form that is late.
- d. After the written evaluation of the Town Manager is completed, and prior to July 1 of each year, the Town Council and the Town Manager shall meet to discuss the written evaluation.
- e. The Town Manager may submit a written response to the written evaluation of the Town Manager and the ensuing discussion within thirty (30) days of the date on which the Town Council and the Town Manager meet to discuss the written evaluation. Such written response shall be appended to the written evaluation.

8. RESIDENCY/RELOCATION EXPENSES.

Pursuant to the Charter of the Town of East Hampton, Employee must establish his residence within the Town of East Hampton within twelve (12) months of employment, and thereafter must maintain residence within the Town. Employer shall reimburse Employee up to a total of five thousand dollars (\$5,000.00) for reasonable relocation expenses. Receipts must be provided for reimbursement prior to disbursement unless otherwise agreed to.

9. INDEMNIFICATION, DEFENSE, AND BONDING.

As required by law, Employer shall indemnify, provide legal defense for, and/or bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

Employer may fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the Town of East Hampton, or any other laws of the State of Connecticut or the United States of America.

11. MISCELLANEOUS.

- a. Interpretation. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. Waivers. If either party shall waive any breach of any provision of this Agreement, such party shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.
- c. Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning hereof.
- d. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut, without regard to its choice of law provisions.
- e. Arbitration. The parties recognize the value of private resolution of employment disputes to ensure confidentiality of private matters, maintain the dignity of separation proceedings, and streamline the effort and costs associated with dispute resolution. At the agreement of Employer and Employee, any disputes shall be submitted to arbitration with the American Arbitration Association ("AAA"), within thirty (30) days of the occurrence of the disputed event/conduct. Failure to make such a submission shall constitute a waiver. The arbitrator shall be mutually selected by Employer and Employee from a list provided by the AAA. The parties shall share equally the costs of the arbitration. The arbitrator shall have no power to modify and/or change the terms of this Agreement. Accordingly the parties agree to submit all employment disputes to binding arbitration.

- f. Counterparts. This Agreement may be executed in counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement, and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart.
- g. Paternity Leave. Upon commencement of his employment, Employee shall be provided five (5) days of paid paternity leave to be used during the first year of his employment.
- h. Pre-Employment Physical and Drug Test. This offer is subject to Employee satisfactorily passing a drug and alcohol test and physical examination.

12. NOTICE.

- a. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, (certified mail, return receipt requested, refusal or unclaimed constituting receipt) addressed as follows:
 - i) EMPLOYER:
Chairperson of the Town Council
Town of East Hampton
20 East High Street
East Hampton, CT 06424
 - ii) EMPLOYEE:
Michael P. Maniscalco
[REDACTED]
East Hampton, CT 06424

- b. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to judicial civil procedure in the State of Connecticut. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission by the United States Postal Service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last set forth below.

MICHAEL P. MANISCALCO

By: _____

Date: _____

EAST HAMPTON TOWN COUNCIL

By: _____

Patience Anderson, Chairman
Duly Authorized

Date: _____

EXHIBIT A

**TOWN OF EAST HAMPTON
TOWN COUNCIL EVALUATION OF TOWN MANAGER
JULY 2016**

STANDARDS

Please note you need not assess the Town Manager on each separate example as they are designed to be illustrative and to help define the performance area as a whole. Use the rating scale below and select the corresponding criteria that most closely represents your judgement of the Town Managers performance. If there is a rating of "Needs improvement" or "Superior" use the comments section to substantiate it. Any comments related to "needs improvement" is expected to be constructive and designed to assist the manager to address those areas over the upcoming year.

Fiscal Management Examples include: Provide for effective management of the budget. Provide informative reports (and projects) on financial condition of the town. Maintains sound long-range plan for capital items and operations.

___ Superior ___ Above Average ___ Average ___ Needs Improvement

COMMENTS: _____

Communications Examples include: Be totally responsive to inquiries from the Board. Be responsive to inquiries and issues from residents, employees, boards, and agencies so as to enhance the overall perception of East Hampton. Provide clear, concise, and timely oral and written communications.

___ Superior ___ Above Average ___ Average ___ Needs Improvement

COMMENTS: _____

Services Examples include: Assure the quality of all town wide services. Coordinate delivery by effectively managing resources available. Delegates to department heads efficiently and plan for unforeseen contingencies.

___ Superior ___ Above Average ___ Average ___ Needs Improvement

COMMENTS: _____

Personnel Examples include: Maintain staff who will not only deliver consistent service which is responsive, timely, and of high quality, but also manage staff to foster teamwork and share duties when deemed appropriate. Achieve maximum efficiency by staff utilization.

____Superior ____Above Average ____Average ____Needs Improvement

COMMENTS: _____

Professionalism Examples include: Assure that all activities wherein the town is represented are conducted in a manner that reflects complete job knowledge, responsiveness, and courtesy, so as to be perceived as epitomizing total professionalism. Enhance the perception of East Hampton's CEO, both within and outside the town, by having all actions reflect the attributes of the community.

____Superior ____Above Average ____Average ____Needs Improvement

COMMENTS: _____

Superior - means superior performance and is substantially above what is required on a consistent basis.
Above Average - means performance is above average and is sufficient to fulfill the requirements on a constant basis.
Average - means performance is average and sufficient to fulfill the requirements.
Needs Improvement - means performance is unsatisfactory and immediate improvement is needed.

Signature

Date



Solarize Connecticut Memorandum of Understanding

This Memorandum of Understanding is made between the Town of East Hampton and Solarize Connecticut, a program managed by SmartPower, Inc. ("SmartPower"), sparked by the Connecticut Green Bank.

WHEREAS East Hampton has been a leader in sustainability efforts in Connecticut including: committing East Hampton to the 20% by 2010 Clean Energy Campaign; promoting the CT Clean Energy Options Program; installing a PV solar array on the Library/Senior Center; publicizing the CT Solar Lease Program; hosting an Energy Expo; participating in the Neighbor to Neighbor Energy Challenge; endorsing Property Assessed Clean Energy (PACE); administering one of the first Solarize campaigns; offering free Thermal Imaging to residents; hosting workshops on home energy upgrades; bringing Commercial Property Assessed Clean Energy to the Town; and analyzing the town buildings for potential energy savings;

WHEREAS solar energy is good for the environment and contributes to a reduction in greenhouse gas emissions;

WHEREAS generating electricity from solar energy can save town homeowners money on their utility bills and can help residents of the Town of East Hampton control future energy costs thereby saving taxpayer money;

WHEREAS solar energy creates opportunities for economic development and job creation while promoting energy independence;

WHEREAS SmartPower, a not-for-profit entity, is launching Solarize Connecticut to encourage more residential solar electric installations to reduce energy use, improve the environment, and create jobs by increasing the use of solar technologies;

WHEREAS East Hampton recognizes the goals of Solarize Connecticut;

WHEREAS SmartPower will promote East Hampton for its participation in Solarize Connecticut in media stories, on its website, through social marketing and at presentations;

WHEREAS East Hampton will promote Solarize Connecticut, including participating in joint outreach opportunities; and will designate a person to coordinate communications activities with SmartPower;

WHEREAS East Hampton will work with Portland to assist SmartPower in selecting a solar installer to provide residents with quotes for reduced pricing for solar through the Solarize East Hampton-Portland campaign;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. East Hampton commits to promote and participate in the Solarize Connecticut effort known locally as Solarize East Hampton-Portland with the goal of becoming a leader in residential solar electric installations in the State of Connecticut.

2. As is the case with all Solarize projects, East Hampton makes no financial or contractual commitment for the Solarize Project. East Hampton's support for the project is through in-kind support such as East Hampton's staff or elected officials working with SmartPower and town volunteers to support the project through a variety of outreach methods.

East Hampton will identify up to three residents and/or staff that can be part of the solar installer competitive selection process. After SmartPower has reviewed the proposals from solar installers, the East Hampton-Portland team will in turn review these proposals and participate in a proposal review session, and have an opportunity to meet with installers. The Town will make a recommendation listing 3-4 installers it would like to work with for the project and work with SmartPower to select the final solar installer for East Hampton-Portland.

SmartPower will support East Hampton volunteers for outreach including a town page on www.solarizect.com. SmartPower will hold initial organizing meetings and provide the Town with a Solarize East Hampton-Portland banner and help draft press releases, newsletter articles, and letters to the editor as well as other promotional items. SmartPower will also hold bi-weekly conference calls for volunteers, Town staff/officials and the selected solar installer to coordinate activities, brainstorm outreach opportunities and share information about the progress of the Solarize project. However, while SmartPower will support Solarize Connecticut, it will be the responsibility of the Town of East Hampton volunteers to spearhead outreach activities.

In agreement with the above, the parties hereby have affixed their signatures.

Town of EAST HAMPTON

SmartPower, Inc.

Signature

Signature

Michael Maniscalco

Printed Name

Printed Name

Town Manager

Title

Title

Date

Date

APPROVED by the East Hampton Town Council on August 9, 2016

Sirois, Cathy

From: Maniscalco, Mike
Sent: Wednesday, August 03, 2016 10:40 AM
To: Sirois, Cathy
Subject: FW: Solarize CT MOU with revision

Pls print email chain below

Michael Maniscalco, MPA

Town Manager
Town of East Hampton
20 E. High St.
East Hampton CT, 06424

860-267-4468

[Please note the change in email to: mmaniscalco@easthamptonct.gov](mailto:mmaniscalco@easthamptonct.gov)

Follow us on Twitter @EHTown_manager

From: Susan Bransfield [mailto:sbransfield@portlandct.org]
Sent: Tuesday, August 02, 2016 8:12 AM
To: Maniscalco, Mike <mmaniscalco@easthamptonct.gov>
Subject: FW: Solarize CT MOU with revision

Just FYI...

Susan S. Bransfield, First Selectwoman
Town of Portland
33 East Main Street
P.O. Box 71
Portland, CT 06480
860-342-6715 tele 860-342-6714 fax
sbransfield@portlandct.org



From: Kari L. Olson [mailto:KOLSON@murthalaw.com]
Sent: Tuesday, August 02, 2016 8:10 AM
To: Michelle Ceppaglia
Cc: Susan Bransfield
Subject: RE: Solarize CT MOU with revision

I see no problem with this MOU. You really are not committing to anything of concern.

Kari L. Olson

Partner

kolson@murthalaw.com



Murtha Cullina LLP | Attorneys at Law | www.murthalaw.com

CityPlace I, 185 Asylum Street | Hartford | CT | 06103-3469

Direct: 860-240-6085

Fax: 860-240-5885

Mobile: 860-808-8267

CONFIDENTIALITY NOTICE: This message originates from the law firm of Murtha Cullina LLP. The information contained in this e-mail and any files transmitted with it may be a confidential attorney-client communication or may otherwise be privileged and confidential. If the reader of this message, regardless of the address or routing, is not an intended recipient, you are hereby notified that you have received this transmittal in error and any review, use, distribution, dissemination or copying is strictly prohibited. If you have received this message in error, please delete this e-mail and all files transmitted with it from your system and immediately notify Murtha Cullina by sending a reply e-mail to the sender of this message. Thank you.

From: Michelle Ceppaglia [<mailto:mceppaglia@portlandct.org>]

Sent: Thursday, July 21, 2016 9:50 AM

To: Kari L. Olson

Cc: Susan Bransfield

Subject: Solarize CT MOU with revision

Hi Kari,

Susan asked me to send you the marked up revised copy of the Solarize MOU for your review. It was submitted to me as a PDF document so I cannot make changes to the original. East Hampton will not be joining Portland in this program.

Michelle Ceppaglia

Executive Secretary to the First Selectwoman

Town of Portland, CT

Equal Opportunity Provider and Employer

Email: mceppaglia@portlandct.org

Phone: 860-342-6715

Fax: 860-342-6714





AGENDA
ITEM # 12

Office of the COLLECTOR OF REVENUE
NANCY HASSELMAN, CCMC
nhasselman@easthamptonct.gov

August 5, 2016

To: The East Hampton Town Council

Documentation of the below listed tax refunds are available in the Tax Office for your review if you so desire. The refunds total \$363.71.

Thank you for your assistance.

Nancy Hasselman, CCMC

Nancy Hasselman, CCMC
Collector of Revenue

0 • C

101 • 07	+
41 • 04	+
2 • 44	+
20 • 75	+
145 • 96	+
11 • 97	+
40 • 48	+
363 • 71	*

BOARD AND COMMISSION SUMMARY JULY, 2016

Arts & Culture Commission

The Arts & Culture Commission met on July 21st at the Joseph N. Goff House. One of the \$500 grants was awarded to Blackledge Music which is planning a musical event at the East Hampton Public Library. The commission's town liaison Sue Berescik said she will be meeting with the finance director to explain our web site plan. The commission has selected a painting by local artist Betsy Rich for the Art Purchase Award, which will be hung in the Youth & Family Services Department offices. The Artist's Studio will be held on October 29th.

Board of Finance

The Board of Finance held a regular meeting on July 18th. Mr. Lambert was elected as Vice Chairman. Liaison reports/discussions occurred.

Brownfields Redevelopment Agency

The Brownfields Redevelopment Agency held their regular meeting on July 25th. The bids for 13 Watrous St (STEAP Grant) were going to be due on July 29. Carla Sylvester was re-elected as Chairperson and Scott Bristol was elected as Vice Chair.

Charter Revision Commission

The Charter Revision Commission held a meeting on July 20th. Discussion occurred related to the section of the Charter regarding the allowance of the Town Manager to attend and participate in all Council meetings and discussions. Language recommendations were approved for the section of the Charter that allow for bifurcation of the budget. Slight grammatical changes to previously revised sections were also approved.

Clean Energy Task Force

No meeting

Commission on Aging

The Commission on Aging met on July 14th at the Senior Center. They met with Emergency Management Director Rich Klotzbier and Chatham Health representative Bill Kramer regarding the Everbridge system and what the commission can do to help sign people up for the system. There will be another Round Table Meeting with surrounding towns on September 19th at the East Haddam Senior Center.

Conservation-Lake Commission

The Conservation Lake Commission held their regular meeting on July 14th. They approved the application of a 2 lot subdivision at 152 Chestnut Hill Rd. The Commission formally accepted the 9 point plan, with conditional grammatical changes to some areas. Peter Zawisza and Joe Carbonnell were re-elected as Chairperson and Vice Chairperson.

Design Review Board

No meeting

Economic Development Commission

The Economic Development Commission held their regular meeting on July 19th. New member, Kate Adams, was introduced. Po's will be the next Belltown Spotlight on Business. Discussion occurred on possible and definite business growth in town. Mr. Maniscalco apprised the Commission of upcoming items, such as roadwork, that may affect businesses in town.

Ethics Commission

No meeting

Fire Commission

The Board of Fire Commissioners held their regular meeting on July 11th. Discussion occurred on work at the fire houses. The change-over to Glastonbury dispatch took place on July 1, 2016; Chief Voelker discussed this and also the probable need for a console at Company #1 in case of self-dispatch needs (for a storm situation, internal messages, or if Glastonbury experiences issues). A special meeting was held on July 26th in which concrete work at Company #1 was approved.

High School Building Committee

The High School Building Committee held their regular meeting on July 21st. It was reported that they are still on schedule and things are going well. Discussion occurred on possible signage to be attached to the school or the wall in front of the school, a mock-up will be presented to the committee soon. There was discovery of weep holes in the brick that had previously been covered by a roof replacement years ago, possible solutions were discussed. The quarterly report to the Town Council was approved.

Inland Wetland Watercourses Agency

The Inlands Wetlands and Waterways Agency held their regular meeting on July 27th. They approved a garage construction at 85 Midwood Farm Road, with conditions, and a 2-lot subdivision at 152 Chestnut Hill Rd.

Joint Facilities

The Meeting of the Town of Colchester – Town of East Hampton Joint Facilities Committee was held at the Colchester - East Hampton Waste Water Treatment Plant Meeting Room on Tuesday July 19, 2016 at 5:00 P.M. The Rotary Drum Thickener project was discussed as well as a new cellular alarm system on the Princess Pocotopaug pump station.

Middle Haddam Historic District Commission

The Middle Haddam Historic District Commission met on July 28th. A public hearing was held for Application #505 for a COA at 52 Middle Haddam Rd to replace cedar shingles and install finials on both steeples for the Second Congregational Church of

Middle Haddam. Bob Marshall (member & trustee of the church) presented to the board – application was approved unanimously. A new alternate member, Hannah Monahan, was welcomed by the board members.

Parks & Recreation Advisory Board

Parks & Recreation Director Jeremy Hall made a presentation about the options for the Seamster Park Playground Project. Members of the public made comments and suggestions about the project. Jeremy handed out detailed descriptions of each of the options to everyone. The Parks and Recreation Advisory Board will meet again on August 2 to discuss the project. Members of the public were invited to attend the meeting.

Planning & Zoning Commission

The Planning & Zoning Commission held a regular meeting on July 6th. The application of Stephen Acerbo for 000 rear Old Young St. was continued due to continuing questions on the improvement of the road(s) in the area.

Water Development Task Force

No meeting

Water Pollution Control Authority

No meeting

Zoning Board of Appeals

The Zoning Board of Appeals held a special meeting on July 11th. The application for James Gworek, 43 Wangonk Trail was approved for a variance to reduce the side yard setback from 15' to 7'6" to construct a deck. Mr. Nichols was re-elected as Chairman and Mr. Wall was elected as alternate Chair.